

## **SECOND AMENDMENT TO COMMUNICATION LICENSE AGREEMENT**

This **Second Amendment to Communication License Agreement** ("Second Amendment") is made and entered into this 22<sup>nd</sup> day of December, 2009, by and between MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "COUNTY"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as successor-in-interest to Washington/Baltimore Cellular Limited Partnership, a Virginia limited partnership dba Cellular One Washington/Baltimore, with its principal office located at 12555 Cingular Way, Alpharetta, GA 30004 (hereafter referred to as "LICENSEE"), (the LICENSEE and the COUNTY together the "Parties").

### **WITNESSETH:**

**WHEREAS**, LICENSEE and COUNTY are parties to a Communications License Agreement dated August 23, 1999, with First Addendum to License Agreement dated November 26, 1999, as amended by the First Amendment to Communications License Agreement dated March 18, 2004 (collectively the "Agreement") whereby LICENSEE licenses from COUNTY certain premises located at the Public Safety Training Academy ("PSTA"), at 10025 Darnestown Road, in Montgomery County, State of Maryland ("Property").

**WHEREAS**, the term of the Agreement expired on August 31, 2009.

**WHEREAS**, COUNTY and LICENSEE wish to amend the Agreement by extending the term, providing for renewal terms, restating the notice address for the Parties, amending the rent schedule, and otherwise modifying the Agreement.

**WHEREAS**, LICENSEE acknowledges that the COUNTY is considering the sale for redevelopment of the Property of which the Licensed Premises is a part, which will likely cause the County to terminate this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein made, COUNTY and LICENSEE hereby enter into this Amendment and state as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by this reference.
2. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms shall have the same meaning as they have been assigned in the Agreement.

**3. TERM.**

**(A) EXTENSION TERM.** Notwithstanding any provision of the Agreement to the contrary, the Term shall be extended by an additional one (1) year (the "Extension Term"). The Extension Term shall commence on September 1, 2009 and shall expire on August 31, 2010. Although this Second Amendment is signed after August 31, 2009, its terms and conditions are effective as of September 1, 2009.

**(B). RENEWAL TERM.** This Agreement may be renewed by the mutual written agreement of the COUNTY and the LICENSEE for two (2) additional six (6) month terms ("Renewal Terms"), provided that the Parties hereto reach an agreement no later than sixty (60) calendar days prior to the end of the Extension Term or then Renewal Term on the License Fee of this Agreement for the next six (6) month term, and subject to a determination by the COUNTY that it can grant such renewal. COUNTY and LICENSEE shall execute a letter of agreement stating the License Fee and the commencement date of the then applicable Renewal Term.

**(C) TERMINATION DATE.** The termination date ("Termination Date") of the Agreement shall be the last day of the Extension Term, or the then Renewal Term or the earlier date on which this Agreement is terminated in accordance with the provisions of Paragraph 9 hereof.

**4. PREMISES.** LICENSEE acknowledges that LICENSEE is currently in possession of the licensed premises ("Licensed Premises") and LICENSEE agrees to accept the Licensed Premises in its "as is" condition for the duration of the Extension Term.

**5. RENT.** During the Extension Term, LICENSEE shall pay Rent in the amounts set forth in the following schedule:

Time Period	Annual Rent	Monthly Installment
9/1/09 – 8/31/10	\$29,018.93	\$2,418.24

**6. NOTICES**

All notices hereunder must be in writing and shall be deemed validly given if hand delivered to the other party or if sent by certified mail, return receipt requested, addressed as follows (or such other address as the party to be notified has designated to the sender by like notice):

LICENSEE:

COUNTY:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site 1118  
Cell Site Name: Key West (NE)  
FA#10007867  
12555 Cingular Way  
Alpharetta, Georgia 30004

Department of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attn: Director of Real Estate

With a copy that does not constitute  
Notice to:

With a copy that does not constitute  
Notice to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site 1118  
Cell Site Name: Key West (NE)  
FA#10007867  
340 Mount Kemble Avenue  
Morristown, NJ 07960-6656

Montgomery County, Maryland  
Office of the County Attorney  
for Montgomery County, Maryland  
101 Monroe Street, 3rd Floor  
Rockville, Maryland 20850  
Attn: County Attorney

7. **REPRESENTATIONS.** COUNTY and LICENSEE hereby acknowledge that the Agreement is in full force and effect and COUNTY acknowledges that LICENSEE has met all of its obligations under the Agreement and is not currently in default thereunder.

8. **SURRENDER OF POSSESSION.** This Agreement shall terminate on the Termination Date without the necessity of notice from either COUNTY or LICENSEE. Upon the Termination Date or earlier termination of this Agreement, LICENSEE shall (i) quit and surrender to COUNTY the Licensed Premises, in good order and condition, ordinary wear and tear excepted, with utilities capped off; (ii) and remove LICENSEE's equipment and facilities. If LICENSEE'S equipment and facilities are not removed from the Licensed Premises within forty five (45) days after the Termination Date, the property remaining will be deemed abandoned and will become the property of COUNTY, and COUNTY may have it removed and disposed of at LICENSEE'S expense, with no liability of County to return such equipment to Licensee. At the time of termination of this Agreement and at the request of COUNTY or LICENSEE, the Parties must participate in a walk-through to inspect the Licensed Premises.

8. **RATIFICATION.** Except as modified herein, all other terms and conditions of the Lease will remain in full force and effect.

**9. TERMINATION.**

(A) **BY COUNTY.** This Agreement and all rights and obligations hereunder may be terminated by the COUNTY, for any reason, at any time and at no cost to the COUNTY, whenever the Chief Administrative Officer ("CAO") or the CAO's designee shall determine that termination of this Agreement is in the best interest of the COUNTY. Such termination shall be effective to LICENSEE on the later to occur of (i) sixty (60) days after delivery to LICENSEE of written notice, or (ii) the date specified in a written notice as the termination date.

(B) **BY LICENSEE.** This Agreement and all rights and obligations hereunder may be terminated by the LICENSEE, for any reason, at any time and at no cost to the LICENSEE, upon sixty (60) days prior written notice to COUNTY.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:

Amy Adams

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company

By: Carolyn Mitchell

Name: Carolyn Mitchell  
Manager Real Estate &  
Construction

Title: AT&T Mobility

Date: 12/16/09

WITNESS/ATTEST:

Julie White

COUNTY:

Montgomery County, Maryland,  
a body corporate and politic and a political  
subdivision of the State of Maryland

By: Diane Schwartz Jones (SEAL)

Name: Diane Schwartz Jones

Title: Assistant Chief Administrative Officer

Date: 12/22/09

Recommended:

By: Cynthia Breneman

Name: Cynthia Breneman

Title: Director, Office of Real Estate

Approved as to form and legality:

Office of the County Attorney

By: Alexandra Thompson

Name: Alexandra Thompson

Title: Assistant County Attorney

FIRST AMENDMENT TO COMMUNICATION LICENSE AGREEMENT

This FIRST AMENDMENT TO COMMUNICATION LICENSE AGREEMENT ("First Amendment") is made this 18<sup>th</sup> day of March, 2004, by and between the Montgomery County, Maryland ("Licensor"), and SOUTHWESTERN BELL MOBILE SYSTEMS, LLC, a Delaware limited liability company, d/b/a CINGULAR WIRELESS successor in interest to Washington/Baltimore Cellular Limited Partnership ("Licensee").

WITNESSETH:

WHEREAS, Licensor and Washington/Baltimore Cellular Limited Partnership entered into that certain Communication License Agreement dated August 23, 1999 whereby Licensor granted Licensee the right to occupy and use certain space located at the Fire Control Tower at the Public Safety Training Academy at 10025 Darnestown Road in Montgomery County, Maryland as more particularly described in the agreement (the "Agreement"); and

WHEREAS, effective September 30, 2002, Southwestern Bell Mobile Systems, LLC became successor-in-interest to Washington/Baltimore Cellular Limited Partnership; and

WHEREAS, the term of the Agreement is set to expire on August 31, 2004 and the parties wish to modify the Agreement to extend the initial term of the Agreement and modify certain terms and conditions as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. The initial term of the Agreement is hereby extended for an additional term of five years commencing in September 1, 2004 and ending on August 31, 2008.
2. The rent is listed in the following schedule:

DATE	ANNUAL RENT	MONTHLY RENT
9/1/04	\$25,032.00	\$2,086.00
9/1/05	\$25,782.96	\$2,148.58
9/1/06	\$26,556.48	\$2,213.04
9/1/07	\$27,353.16	\$2,279.43
9/1/08	\$28,173.72	\$2,347.81

3. Any notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given when mailed by United States First Class, Registered or Certified Mail, Postage Repaid (or another deliver method providing verification of delivery) and addressed to the intended party as follows:

LICENSOR: Montgomery County, Maryland  
Office of Real Estate  
101 Monroe Street, 10<sup>th</sup> Floor  
Rockville, Maryland 20850

LICENSEE: Cellular One Washington/Baltimore  
7855 Walker Drive  
Greenbelt, Maryland 20770  
ATTN: Legal Department

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

4. Except as expressly modified by this First Amendment, the Agreement shall remain unchanged and in full force and effect. The validity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement or this Amendment.

5. This Amendment shall be effective only upon execution and delivery by Licensor and Licensee of this Amendment.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and year first above written.

COUNTY:

Montgomery County, Maryland

Witness: Rebecca S. Domaruk

By: Joseph F. Beach

Name: Joseph F. Beach

Title: Assistant Chief Administration Officer

Date: 3/24/04

LICENSEE:

Southwestern Bell Mobile Systems, LLC,  
a Delaware LLC, d/b/a Cingular Wireless

Witness: Paul Gruch

By: Jay Miller

Name: Jay Miller

Title: Executive Director, Network Operations

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: Lileen J. Brenner

By: Cynthia Brenneman

Cynthia Brenneman, Director  
Office of Real Estate

Date:



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9/1/07	\$27,353.16	\$2,279.43
9/1/08	\$28,173.72	\$2,347.81

IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and year first above written.

COUNTY:  
Montgomery County, Maryland

Witness: Rebecca S. Domaruk

By: Joseph F. Beach  
Name: Joseph F. Beach  
Title: Assistant Chief Administration Officer  
Date: 3/24/04

LICENSEE:  
Southwestern Bell Mobile Systems, LLC,  
a Delaware LLC, d/b/a Cingular Wireless

Witness: Paul Spence

By: Jay Miller  
Name: Jay Miller  
Title: Executive Director, Network Operations

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Gileen O. Brennan

RECOMMENDED:

By: Cynthia Brenneman  
Cynthia Brenneman, Director  
Office of Real Estate

Date:

## FIRST ADDENDUM TO LICENSE AGREEMENT

This First Addendum to the License Agreement ("Agreement") is entered into this 26<sup>th</sup> day of November 1999, between Montgomery County, Maryland ("Licensor") and Washington/Baltimore Cellular Limited Partnership dba Cellular One Washington/Baltimore ("Licensee"), successor in interest to Washington Baltimore Cellular Telephone Company.

WHEREAS, Licensor and Licensee entered into a License Agreement, dated August 23, 1999 and

NOW, Licensee and Licensor desire to revise some conditions of the License Agreement, therefore, the following terms and conditions will apply:

1. Paragraph 3 (a) shall be changed to reflect the following wording: LICENSEE shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities in connection with LICENSEE's construction, installation, operation and maintenance of the site including, without limitation, any electric consumption by its equipment. LICENSEE agrees to pay all costs for and procure the installation of an electric meter for service from the local utility company.
2. Except as provided herein, all other terms and conditions of the license will remain in full force and effect.

WITNESS:

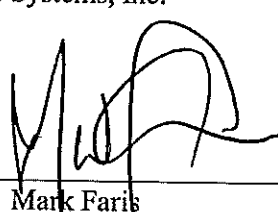
LICENSEE:

Washington/Baltimore Cellular Limited  
Partnership dba Cellular One  
Washington/Baltimore

by its general partner, Washington/Baltimore  
Cellular Inc.

by its managing agent, Southwestern Bell  
Mobile Systems, Inc.

By: Sandra K. Meeker

By:   
Mark Faris  
Vice President - Network Operations

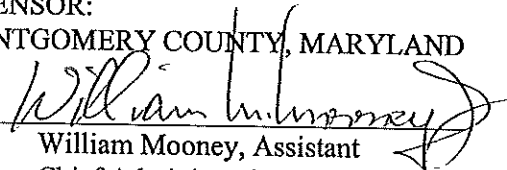
Date: 9/29/99

WITNESS:

LICENSOR:

MONTGOMERY COUNTY, MARYLAND

By: Rebecca S. Demarck

By:   
William Mooney, Assistant  
Chief Administrative Officer

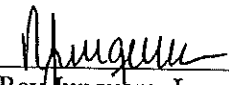
Date: 11/26/99

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY:

By: 

Date: 11/15/99

RECOMMENDED:

By:   
Rey Junquera, Leasing Manager  
Division of Facilities and Services

Date: 11/19/99

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2. Except as provided herein, all other terms and conditions of the license will remain in full force and effect.

WITNESS:

LICENSEE:

Washington/Baltimore Cellular Limited  
Partnership dba Cellular One  
Washington/Baltimore

by its general partner, Washington/Baltimore  
Cellular Inc.

by its managing agent, Southwestern Bell  
Mobile Systems, Inc.

By: Janet K. Meeker

By: [Signature]  
Mark Fatis  
Vice President - Network Operations

Date: 9/29/99

WITNESS:

LICENSOR:

MONTGOMERY COUNTY, MARYLAND

By: Rebecca S. Domark

By: [Signature]  
William Mooney, Assistant  
Chief Administrative Officer

Date: 11/26/99

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY:

By: Eileen J. Busman

Date: 11/15/99

RECOMMENDED:

By: [Signature]  
Rey Junquera, Leasing Manager  
Division of Facilities and Services

Date: 11/19/99

# COMMUNICATION LICENSE AGREEMENT

SITE: KEY WEST

This AGREEMENT is made on August 23, 1999 between Montgomery County, Maryland, a body corporate politic, hereinafter, referred to as "LICENSOR", and WASHINGTON/BALTIMORE CELLULAR LIMITED PARTNERSHIP, a Virginia limited partnership dba Cellular One Washington/Baltimore, with an office at 7855 Walker Drive, Greenbelt, Maryland 20770, hereinafter referred to as "LICENSEE".

## 1. LEASED PREMISES AND USE:

LICENSOR does hereby License and demise to LICENSEE, in consideration of payment of rentals and performance of the covenants and agreements herein mentioned, space at the Fire Control Tower at the Public Safety Training Academy at 10025 Darnestown Road in Montgomery County, Maryland, in which LICENSEE, at its sole cost and expense, shall construct an equipment room to house room on the ground (approximately 10x20) to house LICENSEE's radio equipment, and located approximately as shown on Exhibit "A" attached hereto, along with space on the roof of the building to accommodate LICENSEE's antennas, transmission lines and ancillary equipment as shown on Exhibit "B" attached hereto.

In addition, LICENSOR grants to LICENSEE the right to occupy and use the necessary conduit and/or duct space within the Building for electrical wiring, telephone lines, pipes, tubes, etc., all of which are required by LICENSEE as an integral part of its communications facility. LICENSEE shall be allowed to install, operate, maintain, replace and remove its communications equipment, and related cables, wires, conduits, antennas, air conditioning equipment, and other appurtenances as it may from time to time require. Although such equipment and appurtenances may become fixtures, they shall be and shall remain the property of LICENSEE and LICENSEE shall have the right to remove all of them at the expiration or termination of this Agreement or shall remove them at LICENSOR's request.

All of the foregoing shall be for the purpose of LICENSEE constructing, erecting, installing, operating, maintaining, repairing and removing a communications facility.

## 2. TERM AND RENT:

A. This Agreement shall be for an initial term of five (5) years, and shall be payable in monthly installments on the first of each month, in advance. Rent shall be payable monthly commencing on September 1, 1999, rent shall be paid to LICENSOR at LICENSOR's address in Section 14 hereof or to such other person, firm or place as the LICENSOR may from time to time so designate in writing at least thirty (30) days in advance of a rental payment date.

LICENSOR's Tax Identification Number 52-6000980

The rent is listed in the following schedule:

DATE	ANNUAL RENT	MONTHLY RENT
9/1/99	\$21,600.00	\$1,800.00
9/1/00	\$22,248.00	\$1,854.00
9/1/01	\$22,920.00	\$1,910.00
9/1/02	\$23,616.00	\$1,968.00
9/1/03	\$24,312.00	\$2,026.00

B. The parties hereby agree that, at the LICENSEE's option, upon expiration of the five (5) year term, the parties will renegotiate in good faith to extend this Agreement for an additional five (5) year term. The parties further agree that all terms and conditions of this Agreement, except for the annual fee, shall remain the same and that the annual fee payable to the LICENSOR for the five (5) year additional term shall not exceed the greater of four percent (4%) of the annual fee payable to LICENSOR payable in year five (5) of the initial term of the highest annual fee being paid by a comparable telecommunications carrier on the Tower.

### 3. TAXES, UTILITIES, AND MAINTENANCE:

(a) The LICENSEE agrees to pay for or have a separate submeter for electrical service installed and to pay all costs for electrical service to the LICENSEE's antennas and to the modular building. During the term of this License, LICENSEE agrees to pay to LICENSOR the cost of electrical service consumed in the amount of Nine Thousand Six Hundred Dollars (\$9,600.00) per year which shall be paid at the beginning of each month in monthly installments of Eight Hundred Dollars (\$800.00). Upon the request of either party, the monthly electrical cost will be reviewed and adjusted as necessary. LICENSEE agrees to notify LICENSOR if there is not sufficient electricity to meet the needs of LICENSEE's equipment and LICENSOR agrees to work with LICENSEE to remedy the problem.

(b) LICENSOR acknowledges that LICENSEE's communications facility will be used directly and exclusively in rendering a common carrier service subject to the jurisdiction of the FCC and that LICENSEE's common carrier service, equipment building, transmitter and antennae may not be disconnected, terminated or interrupted in any manner without the approval of the FCC prior to any disconnection, termination or interruption. LICENSOR will not do any act or omit to do any act in violation of the terms of this Agreement which would cause, directly or indirectly, any such disconnection, termination or interruption nor the disconnection or termination of electrical service to LICENSEE's equipment building or equipment.

(c) LICENSOR shall be responsible for the declaration and payment of any applicable taxes or assessments against the Building. During the Lease Term, LICENSEE shall be responsible for the payment of all taxes levied upon the leasehold improvements (including equipment building) on the Leased Premises.



(d) LICENSEE shall at all times during the term of this Agreement, at its own expense, maintain the Leased Premises in proper operating condition and maintain same in satisfactory condition as to safety; and will repair any damage caused by any waste, misuse or neglect by LICENSEE its agents, servants or invitees, unless damage thereto is caused by acts or omissions of LICENSOR in which case LICENSOR shall reimburse LICENSEE for its costs and expenses incurred in effecting the repair. Upon termination of this Agreement, LICENSEE shall, within a reasonable period and at its own expense, be responsible for the removal and dismantling of the equipment building, and any and all of LICENSEE's other equipment and improvements on and in the Building and Leased Premises. LICENSEE shall further be responsible for restoring as nearly as is reasonably possible the Leased Premises and any other portion of the Building which has been damaged, modified or altered by or on behalf of LICENSEE to their original condition at LICENSEE's sole cost and expense, reasonable wear and tear excepted.

#### 4. VARIANCE AND PERMITS AND SITE SPECIFICATIONS:

LICENSEE's ability to use the Leased Premises is contingent upon its obtaining all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities as well as satisfactory radio frequency tests which will permit LICENSEE's use of the Leased Premises as set forth above. LICENSEE shall make due and timely application for all such necessary certificates, permits, and approvals which shall be obtained at LICENSEE's sole cost and expense. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LICENSEE. In the event that any of such applications is finally rejected or LICENSEE in its reasonable discretion believes such application approval will be too costly, time consuming, or if there is a reasonable likelihood that said application will be rejected, or any certificate, permit, license or approval issued to LICENSEE is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority or radio frequency tests are found to be unsatisfactory so that LICENSEE in its sole discretion will be unable to use the Leased Premises for its specified purposes, LICENSEE shall have the right to terminate this Agreement. Notification to LICENSOR of LICENSEE's intent to exercise its right to terminate this Agreement shall be effective upon receipt of such notice by LICENSOR. All rentals paid to said termination date shall be retained by the LICENSOR. Upon such termination, this Agreement shall become null and void, and the Parties shall have no further obligations, including the payment of monies, to each other except as provided herein.

#### 5. FEASIBILITY:

Prior to the Commencement Date of this Agreement, LICENSEE shall have full access to the Leased Premises with prior notice to LICENSOR for the purposes of undertaking any necessary tests, studies, and inspections relating to LICENSEE's proposed use of the Leased Premises and at such times as LICENSOR and LICENSEE mutually agree. In the event LICENSEE is unable to utilize the Leased Premises for the purpose stated herein, and terminates this Agreement pursuant to provisions herein, LICENSEE agrees that it shall restore the Leased Premises and such other portions of the Building that have been damaged, modified or altered by or on behalf of LICENSEE as nearly as possible to their original condition.

## 6. CONSTRUCTION:

LICENSEE, at its sole cost and expense, shall construct and install its equipment and antennas in accordance with construction plans and specifications prepared by LICENSEE and submitted to LICENSOR for prior review and approval. Construction of the communications facility shall be in accordance with the plans, drawings and specifications prepared and provided by LICENSEE for LICENSOR's prior review and approval. All construction, installation, use and operation of the communications facility by LICENSEE shall comply with all applicable rules and regulations of the FCC, FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building and electrical codes. LICENSEE has the responsibility of carrying out the terms of its FCC license with respect to supporting structures, lighting requirements and notification to FAA. LICENSOR shall have ten (10) days to review said construction plans and approve them, or in the alternative, to advise LICENSEE of necessary changes. If LICENSOR fails for any reason to approve said plans within a reasonable period of time, in the sole judgment of LICENSEE, then LICENSEE may at its option terminate this Agreement.

If, after the commencement of this Agreement, LICENSEE is unable to provide or continue to provide cellular service from the Leased Premises due to the action of the FCC or by reason of any law, physical calamity, governmental prohibition or other reasons beyond LICENSEE's control so that LICENSEE in its sole discretion will be unable to carry out the purposes of its installation on the subject premises, this Agreement may be canceled by LICENSEE upon thirty (30) days written notice.

## 7. ACCESS:

LICENSEE shall have access to the equipment shelter 24 hours per day, seven days a week during the Term and for a reasonable time thereafter (solely for removal and restoral). LICENSEE's access to the its antenna and equipment on the Public Service Training Academy's tower will be provided by allowing three (3) days notice to the Department of Public Works and Transportation, Facilities Services Section-Maintenance Personnel; LICENSEE must be accompanied by Maintenance Personnel to access the elevator to the Public Service Training Academy's tower. It is agreed, however, that only authorized engineers, employees, contractors, subcontractors, agents of LICENSEE, FCC Inspectors, or persons under their direct supervision will be permitted to enter the Premises. LICENSOR shall provide parking privileges at no cost to LICENSEE for at least one vehicle to be used by LICENSEE's maintenance personnel.

## 8. INTERFERENCE:

The LICENSEE shall attach and energize its antenna in such a manner that the reception and transmission signals of LICENSOR are not interfered with or degraded. If any such interference occurs and is not corrected by LICENSEE within 24 hours of notification (or in the event of material interference with the reception and transmission signals of the P.S.T.A. within eight (8) hours of notification), the LICENSEE shall be required to immediately shut down the interfering equipment until the interference is corrected, except for intermittent testing. Except as set forth hereafter, LICENSOR shall not be held responsible for any interference to LICENSEE's equipment or operations, provided LICENSOR exercises due care. LICENSOR agrees that, after the execution of this Agreement, any tenants of licensees of the Property will be

permitted to install only radio equipment that is of the type and frequency which will not cause measurable interference to LICENSEE. In the event future equipment of any tenants or licensees of the Property causes interference to LICENSEE and is not corrected by the interfering party within (24) hours of notification, the LICENSOR shall require the interfering party to immediately shut down the interfering equipment until the interference is corrected, except for intermittent testing.

During the term of this Agreement, engineering, legal or other concerns may make it necessary for the relocation and/or reorientation of LICENSEE's antennas on the Building. Upon either party's request, the other party will work with the requesting party to reasonably accomplish such relocation and/or reorientation. The requesting party shall reimburse the other party's reasonable expenses directly related to such relocation and/or reorientation. Should the party requested to work to accomplish such relocation or reorientation (i) be unwilling or unable to so work regarding or allow such relocation and/or reorientation or (ii) materially hamper such relocation and/or reorientation, the requesting party shall have the right to terminate this Agreement without further liability upon thirty (30) days notice to the other party. This paragraph shall impose no obligation by the LICENSOR in the event LICENSOR relocates the existing tower.

#### 9. INSURANCE:

LICENSEE shall at all times during the term hereof and at LICENSEE's sole cost and expense maintain in effect Worker's Compensation Insurance in amounts required by the appropriate state and Commercial General Liability Insurance, in coverage amount of One Million Dollars (\$1,000,000) of combined single limit bodily injury/property damage per occurrence. Such policy shall apply to the Leased Premises and name LICENSOR as an additional insured. LICENSEE shall deliver to LICENSOR a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days from execution of this Agreement.

#### 10. RF EMISSIONS COMPLIANCE:

LICENSEE and LICENSOR agree to comply with all Federal Communications Commission ("FCC") rules, as described in the FCC's OET Bulletin 65 and FCC's 2<sup>nd</sup> Memorandum Opinion and Order Notice of Proposed Rulemaking dated August 1997, which ensures the RF exposure is within the FCC's maximum permissible exposure ("MPE") limits. If either LICENSOR or LICENSEE exceeds its MPE limits, such party shall have the sole responsibility to mitigate such noncompliance.

#### 11. INDEMNIFICATION:

LICENSEE shall indemnify, defend and hold LICENSOR harmless against any claim of liability of loss from personal injury or property damage resulting from or arising out of the terms of this Agreement, including the use and occupancy of the Premises by the LICENSEE, its servants or agents, and deriving from LICENSEE obligations hereunder excepting, however, such claims or damages as may be due to or caused by the negligent acts of the LICENSOR, or its servants or agents.

To the extent permitted by law LICENSOR shall indemnify, defend and hold LICENSEE harmless against any claim of liability of loss from personal injury of property damage resulting from or arising out of the terms of this Agreement, including the use and occupancy of the Premises by the LICENSOR, its servants or agents, and deriving from LICENSOR'S obligations hereunder excepting, however, such claims or damages as may be due to or caused by the negligent act of the LICENSEE, or its servants or agents.

## 12. DEFAULT:

If the rent or any installment thereof shall remain unpaid for more than five (5) days after receipt by LICENSEE of notice that such money was not received when it was due and payable, or if LICENSEE or its assigns shall fail or neglect to keep and perform each and every one of the terms of this Agreement and such failure or neglect continues for more than thirty (30) days (or such longer period as may reasonably be required to correct such failure or neglect with exercise of due diligence) after written notice from LICENSOR specifying such failure or neglect, then at the option of LICENSOR, LICENSEE's right of possession shall thereupon end and LICENSOR may pursue any legal remedies available to LICENSOR.

If LICENSOR shall fail or neglect to keep and perform each and every one of the covenants, conditions and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such longer period as may reasonably be required to correct such failure or neglect with exercise of due diligence) after written notice from LICENSEE specifying such failure or neglect, then LICENSEE may pursue any legal remedies available to LICENSEE.

No default as hereinabove provided shall be deemed complete unless at the time LICENSOR or LICENSEE seeks to take any action based upon such alleged default, the same shall remain uncured. The fact that LICENSEE may cease using its communications equipment at the Leased Premises for a period of time shall not constitute a default of this Agreement nor operate as an abandonment of the Leased Premises. LICENSEE shall in no event be liable for any person's lost profits, or consequential, special or incidental damages hereunder. A default shall not exist regarding any act required to be performed or not performed hereunder that is not completed within the time specified herein but is commenced within such time and is diligently pursued thereafter.

## 13. ENVIRONMENTAL:

LICENSOR represents that it has made diligent inquiry and has found no evidence and has no knowledge of any hazardous substances on or in the Building now or in the past. To the extent permitted by law, LICENSOR shall indemnify and hold harmless LICENSEE from any and all claims, damages, losses, liabilities, and expenses, including attorneys' fees, arising from the presence of any hazardous substances being or having been on or in the Leased Premises at any time prior to the date hereof. During the Term or any renewals of this Agreement, the parties shall notify each other if either of them become aware of the presence of any hazardous substance on or in the Building in quantities and manner that subject it to regulation. Hazardous substance shall mean any substance regulated by any environmental law.

Pursuant to OSHA Hazard Communication Standard, Title 29 C.F.R. §1910.1200, LICENSOR attaches hereto all Material Safety Data Sheets (MSDS) for any hazardous substances in any area of the Leased Premises where employees or contractors of LICENSEE's will need to work. MSDSs will be supplied to LICENSEE for any other hazardous substances introduced into such areas during the term of this Agreement. In the event LICENSEE

determines the Leased Premises, or the property on which the Leased Premises is located, may have an affect on the environment under 47 C.F.R.§1.1307 or through the presence of any hazardous substances, LICENSEE reserves the right to terminate and/or void this agreement without any further liability or penalty.

#### 14. NOTICES:

Any notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given when mailed by United States First Class, Registered or Certified Mail, postage prepaid (or another delivery method providing verification of delivery) and addressed to the intended party as follows:

LICENSOR: Montgomery County, Maryland  
Leasing Management  
110 North Washington St., 3<sup>rd</sup> fl.  
Rockville, Maryland 20850

LICENSEE: Cellular One Washington/Baltimore  
7855 Walker Drive  
Greenbelt, Maryland 20770  
ATTN: Legal Department

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

#### 15. DESTRUCTION:

If any portion of the building forming a part of the Leased Premises is destroyed or becomes damaged by fire, wind, water or other disaster not caused by or arising from LICENSEE's gross negligence or willful misconduct so as to render the Leased Premises useless, in the sole judgment of the LICENSEE, then (i) LICENSOR shall notify LICENSEE within thirty (30) days of its decision to restore the Building after the occurrence of said damage or destruction, using all deliberate speed and diligence in furtherance of such restoration and (ii) rental payments shall be abated for the period during which LICENSEE is unable to use the Building in whole or in part for LICENSEE's communications facility. If repairs are not made by LICENSOR within ninety (90) days of the occurrence of said damage or destruction, LICENSEE shall have the option of terminating this Agreement. This paragraph shall not be construed to obligate LICENSOR to restore the building.

#### 16. INSPECTIONS:

LICENSEE shall allow LICENSOR or its agent for the purpose of inspecting the Leased Premises, and upon prior notification to LICENSEE, to enter the Leased Premises or any part thereof at any reasonable time in a manner so as not to interfere with LICENSEE's use of the Site. LICENSOR shall be accompanied at all times by a representative of LICENSEE.

#### 17. ASSIGNMENT :

LICENSEE may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of LICENSOR; provided, however, that LICENSEE may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one (51%) or more of its stock or assets.

18. QUIET ENJOYMENT:

LICENSEE shall be entitled to peaceably and quietly use and occupy the Leased Premises during the Term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by LICENSOR, or anyone claiming thereunder.

19. CONFLICTS:

LICENSOR represents and warrants that no officer, employee or agent of LICENSEE has been or will be paid any sum or offered any gift, gratuity, employment or other consideration by or from LICENSOR, its affiliates or agents in connection with assistance in obtaining, arranging, negotiation or continuation of this Agreement.

20. GOVERNING LAW:

This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state in which the Leased Premises are located.

21. PUBLICITY:

Absent prior written approval of LICENSEE, no publication or distribution shall be made of any promotional literature mentioning the name or marks of SBC Communications, Inc., Southwestern Bell, Southwestern Bell Mobile Systems, Washington/Baltimore Cellular Limited Partnership or LICENSEE.

22. REGULATORY COMPLIANCE:

LICENSOR is responsible for lighting, marking and painting of its building in compliance with FCC and FAA regulations. Should LICENSEE receive a fine or other penalty as a result of LICENSOR's failure to comply with such rules and regulations, LICENSOR shall indemnify LICENSEE for same and reasonable attorney fees in responding to same. LICENSOR shall notify LICENSEE of any additions, modifications or other changes to the building or related structure that results in the total height of the building and any such related structure exceeding their present height.

23. FORCE MAJEURE:

Any failure to perform or delay in performance of any act required herein shall be excused and the time for performance extended to the extent such failure results from events beyond the control of the party who was to perform such act.

24. NON- DISCRIMINATION:

LICENSEE agrees to comply with the non-discrimination employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, 1984 as well as all other applicable state and federal laws and regulations regarding employment discrimination. The LICENSEE assures the County that in accordance with applicable law, it does not, and agrees if will not discriminate in any manner on the basis of age, color, creed, ancestry, marital status, national origin, race, religious belief sexual preference or disability.

25. BROKERAGE:

LICENSEE represents that it has not retained anyone to solicit or secure this Agreement from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by the LICENSEE for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

26. PUBLIC EMPLOYMENT:

LICENSEE understands that unless authorized under Section 11B-52 or Chapter 19A of the Montgomery County Code, 1994, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

27. BUSINESS RELATIONSHIP:

It is expressly understood that the LICENSOR shall not be construed or held to be a partner or associate of the LICENSEE in the conduct of LICENSEE's business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of LICENSOR and LICENSEE.

28. TERMINATION FOR CONVIENCE:

The LICENSOR shall have the right to terminate this agreement, in whole or in part, upon the giving of one hundred eighty (180) days notice, whenever the Chief Administrative Officer shall determine that termination of this agreement is in the best interest of the LICENSOR. Termination hereunder shall be effected by delivery to LICENSEE of a written Notice of Termination one hundred eighty (180) days prior to the date upon which termination shall become effective. This agreement may not be terminated by LICENSOR solely for the purpose of licensing this property to another telecommunications provider.

29. CONSENTS:

Any consent, approval or similar act to be performed hereunder shall not be unreasonably or unduly delayed or conditioned.

30. ENTIRETY:

The parties hereto declare that they have read and do understand each and every term, condition and covenant contained in this Agreement and in any document incorporated by reference. This Agreement contains the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Agreement. The invalidation of any one of the terms or provisions of this Agreement shall in no way affect any of the other terms of this Agreement which shall remain in full force and effect. LICENSOR and LICENSEE agree to execute any additional documents necessary to further implement the purpose and intent of this Agreement. The parties shall comply with all pertinent laws in the operation of their businesses and their performance under the Agreement. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

WITNESS:

LICENSEE:  
WASHINGTON/BALTIMORE  
CELLULAR LIMITED  
PARTNERSHIP dba  
Cellular One Washington/Baltimore

by its general partner,  
Washington/Baltimore Cellular, Inc.

by its managing agent, Southwestern  
Bell Mobile Systems, Inc.

By: George Miller

By: Mark Faris  
MARK FARIS, VICE PRESIDENT  
NETWORK OPERATIONS

Date: 8/16/99

WITNESS:

By: Rebecca S. Domaruk

LICENSOR:  
MONTGOMERY COUNTY, MARYLAND  
By: William H. Mooney  
WILLIAM MOONEY, ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

Title: \_\_\_\_\_

Date: 8/23/99

APPROVED AS TO FORM & LEAGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Christopher H. Hahn

Date: 7.30.99

RECOMMENDED

By: Robert Junquera  
REY JUNQUERA, LEASING MANAGER  
DIVISION OF FACILITIES AND SERVICES

Date: 8/18/99